

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING N		PAGE OF PAGES 1 21	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP52-08NA29038		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY HAD/TSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 DAVID A. NIENOW 505-845-6072 DNIENOW@DOEAL.GOV				CODE 898358		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9.									
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7			C. E-MAIL ADDRESS See Block 7		
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES		14
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.				
√	C	DESCRIPTION/SPECS./WORK STATEMENT		4	√	J	LIST OF ATTACHMENTS		21
√	D	PACKAGING AND MARKING		5	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
√	E	INSPECTION AND ACCEPTANCE		6	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
√	F	DELIVERIES OR PERFORMANCE		7	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		L - 1
√	G	CONTRACT ADMINISTRATION DATA		8	√	M	EVALUATION FACTORS FOR AWARD		M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS		10					
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡					
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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FLIR Camera Installation

0001		1 Lot	
	NSN:	N - Not Applicable	
	Contract type:	Y - TIME AND MATERIALS	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall furnish all personnel, facilities, and services, (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the installation specified in the Performance Work Statement entitled "Secure Transportation Aerial Surveillance," dated June 30, 2008, at Attachment 1.		

Other Direct Costs

0002		1 Lot	
	NSN:	N - Not Applicable	
	Contract type:	Y - TIME AND MATERIALS	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall furnish all materials, supplies, and travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the installation specified in the Performance Work Statement entitled "Secure Transportation Aerial Surveillance," dated June 30, 2008, at Attachment 1.		

Data

0003		1 Lot	
	NSN:	N - Not Applicable	
	Contract type:	Y - TIME AND MATERIALS	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	<i>Descriptive Data:</i>		
	Submit reports in accordance with Reporting Requirements Checklist (F480.1), dated February 10, 2008, listed at Section J, Attachment 2.		

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 PRICES (TIME-AND-MATERIAL ESTIMATED COST AND CEILING PRICE) (FEB 2005)

(a) The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Part III Section J, Attachment 1.

(b) The ceiling price of the contract is _____ (insert ceiling price) and includes the estimated labor costs identified in subparagraph (c) below and the estimated other direct costs (ODC) identified in subparagraph (d) below.

(c) The estimated costs for Item 0001 - Labor, is _____ (insert cost). This amount is included in the ceiling amount specified in paragraph (b) above. The labor rates are stated below:

Labor Categories	Estimated Hours	Unit Price	Extended Amount
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Labor Categories To Be Determined

Unit price used in computing estimated contract costs include applicable indirect costs; profit/fee, and federal, state, and local taxes.

(d) The estimated cost for Item 0002 - Other Direct Costs, is _____ (insert cost). This amount is included in the ceiling amount specified in paragraph (b) above.

(e) In the event that the work cannot be completed within the negotiated ceiling price, the Contractor agrees to enter into negotiation for the additional hours required to complete the effort. The unit price for the additional hours shall not include profit/fee.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)

The SOW/PWS is included as Attachment 1 to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	
0002		1	
0003		1	

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE - COMPLETION (FEB 2005)

The period of performance for the technical effort or services required under this contract is from the date of award through TBD. The completion date for the contract, including completion and submission of all reports required by Part III, Section J, Attachment 2, is TBD.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system can be found in the 'Electronic Invoice Instructions' document under the 'Document Links' section on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number (invoices shall be sequentially numbered);
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the NNSA Approving Official.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of

the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: TBD

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on _____ (date and time) Mountain Time, and are hereby incorporated by reference.

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005)

(a) During contract performance, the Government will furnish the Contractor office space for approximately TBD individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)", as modified by DEAR 952.245-5, the property listed in Part III Section J, Attachment 1, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of

\$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006)

The contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2, Cooperation with the Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202-586-4073.

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H034 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008) (MAR 2008)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as an 'alien'. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H047 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (FEB 2008)

(a) No work may be performed at the covered workplace unless and until the government approves the contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see §851.13(c)(3)).

(e) The contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief
Office of Health, Safety and Security HS-1
Forrestal Bldg US DOE
1000 Independence Ave SW
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the contractor must submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

(g) If a contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (DEC 2007)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-3	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
52.244-2	SUBCONTRACTS (JUN 2007) Para (d), approval required on subcontracts to: 'TBD' Para (j), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.215-70	KEY PERSONNEL (DEC 2000)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of

the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ----
----- assigned to contract number -----.

[Contractor to sign and date and insert authorized signer's name and title].

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=http://www.olms.dol.gov>>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value

of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this

clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR. [*81009]

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	3	30 JUN 2008	PERFORMANCE WORK STATEMENT, "SECURE TRANSPORTATION AERIAL SURVEILLANCE CAPABILITY"
ATTACHMENT 2	2	10 FEB 2008	REPORTING REQUIREMENTS CHECKLIST

Attachment 1

Performance Work Statement

PERFORMANCE WORK STATEMENT (PWS)
DATE: 06/30/2008
NATIONAL NUCLEAR SECURITY ADMINISTRATION
ALBUQUERQUE, NM

SECURE TRANSPORTATION AERIAL SURVEILLANCE CAPABILITY

1.0 SCOPE

This PWS establishes the requirements for contractor provided services to modify, install, integrate, test and certify Government Furnished Equipment (GFE) to support government operated airborne surveillance of National Nuclear Security Administration (NNSA) secure transport activities.

1.1 OBJECTIVES

The Contractor shall install a GFE Airborne Work Station and an M-14 FLIR camera system on a GFE Twin Otter aircraft. The Contractor shall evaluate the GFE and modify it as required to provide efficient day/night surveillance operations. The contractor shall provide on-board video recording and real-time video downlink capability not currently available in the GFE. The Contractor shall be responsible for FAA certification of the installation and provide an airworthiness certificate when complete. The Contractor shall provide one week of in-flight surveillance operator training. The effort shall be proposed on a Time and Materials (T&M) basis.

2.0 APPLICABLE DOCUMENTS

The following documents are referenced for the performance of this effort: N/A

3.0 TASKS

The Contractor shall modify, install and integrate government furnished airborne video surveillance equipment and train Office of Secure Transportation/Program Office for Aviation Operations (OST/POAO) personnel to meet the requirements of this PWS. The aircraft shall be returned to service in FAA standard category airworthiness after the modification.

3.1 GFE MODIFICATIONS

The Contractor shall evaluate GFE for completeness and functional integrity. The Contractor shall procure material and software and make repairs and modifications as necessary to bring the camera and aircraft wiring system (AWS) to working order. The Contractor shall install solid state video recording equipment capable of in-flight capture of 6 hours of standard composite video and a DVD recorder. The contractor shall provide and install video downlink

transmission and 2 receivers for real-time broadcast to the ground vehicles within a line-of-sight range of 30 miles.

3.2 AIRCRAFT MODIFICATION AND INSTALLATION

The Contractor shall modify the Government Furnished De Havilland Twin Otter Aircraft as necessary and install the M14 camera and AWS and radios. The Contractor shall provide structural and electrical drawings of the aircraft modification and equipment installation and electrical loads analysis as necessary to support FAA Air Worthiness Certification.

3.3 FAA AIRWORTHINESS CERTIFICATION

The aircraft shall be returned to service in FAA standard category airworthiness after the modification.

3.3.1 Testing The Contractor shall coordinate and perform ground and flight testing required to demonstrate surveillance functions and to gain FAA Certification. The Contractor shall prepare a test plan (Contractor format is acceptable), however approval by the Government is required prior to use. The Contractor shall provide a flight test pilot for the certification flight tests. NNSA shall provide a Pilot in Command from its Contractor USA Jet Airlines, and reserves the right to observe the testing. To the extent possible the testing should be performed at the NNSA Albuquerque aviation facility.

3.4 TRAINING

The Contractor shall provide ground and in-flight surveillance operator training over the course of two weeks. The training will include system introduction, system operations, and a minimum of 5 flights with OST/POAO operators. Training shall occur 30 days after acceptance of installation.

4.0 REPORTS

The contractor shall provide a Milestone Schedule/Plan in accordance with the reporting requirements checklist of this contract.

5.0 Travel

The contractor may require travel (CONUS only) to accomplish the tasks contained in this PWS. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to contractors shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare

accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved in advance by the GTL. Exceptions to these guidelines shall be approved in advance by the Contracting Officer or his Designee. No OCONUS travel is anticipated.

6.0 PERIOD OF PERFORMANCE / PLACE OF PERFORMANCE

The basic period of performance shall be 4 months from date of award. Performance will take place at: Contractor Facility and Kirtland AFB, NM.

7.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIALS / FACILITIES

- a. De Havilland Twin Otter Aircraft (NNSA)
- b. Airborne Work Station (AWS): Seat track mounted equipment rack containing computer display, keyboard, joystick, Inertial Navigation System, AC Power Supply.
- c. Wescam™ M14TS camera system.
- d. Multi-band communications radio and antenna
- e. Portable VHF communications transceiver, docking station and antenna
- f. TACNET position-locating transponder and antenna

8.0 INSPECTION and ACCEPTANCE/FOB

Inspection and acceptance shall be at source. FOB shall be destination; Kirtland AFB, NM. Acceptance will be based on the Government approved test plan.

Shipping address is:

National Nuclear Security Administration (NNSA)
Office of Secure Transportation
Program Office for Aviation Operations
3890 Aberdeen Ave
Hanger 481
KAFB Albuquerque NM 87117

Attachment 2

Reporting Requirements Checklist

U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE FLIR Installation	2. IDENTIFICATION NUMBER DE-AC52-08NA29038
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3. PARTICIPANT NAME AND ADDRESS Augustin Archuleta, ATTN: OST-Aviation, PO Box 5400, Albuquerque, NM 87185

4. PLANNING AND REPORTING REQUIREMENTS	
<div style="display: flex; justify-content: space-between;"> <div> <p>A. General Management</p> <p><input type="checkbox"/> Management Plan (requires COR approval)</p> <p><input type="checkbox"/> Status Report</p> <p><input type="checkbox"/> Summary Report</p> <p>B. Schedule/Labor/Cost</p> <p><input checked="" type="checkbox"/> Milestone Schedule/Plan</p> <p><input type="checkbox"/> Labor Plan</p> <p><input type="checkbox"/> Facilities Capital Cost of Money Factors Comp.</p> <p><input type="checkbox"/> Contract Facilities Capital and Cost of Money</p> <p><input type="checkbox"/> Cost Plan</p> <p><input type="checkbox"/> Milestone Schedule/Status</p> <p><input type="checkbox"/> Labor Management Report</p> <p><input type="checkbox"/> Cost Management Report</p> <p>C. Exception Reports</p> <p><input type="checkbox"/> Conference Record</p> <p><input type="checkbox"/> Hot Line Report</p> <p>D. Performance Measurement</p> <p><input type="checkbox"/> Management Control System Description</p> <p><input type="checkbox"/> WBS Dictionary</p> <p><input type="checkbox"/> Index</p> <p><input type="checkbox"/> Element Definition</p> <p><input type="checkbox"/> Cost Performance Reports</p> <p><input type="checkbox"/> Format 1 - WBS</p> <p><input type="checkbox"/> Format 2 - Function</p> <p><input type="checkbox"/> Format 3 - Baseline</p> </div> <div style="text-align: right;"> <p><u>Frequency</u></p> <p>1</p> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div> <p>E. Financial Incentives</p> <p><input type="checkbox"/> Statement of Income and Expenses</p> <p><input type="checkbox"/> Balance Sheet</p> <p><input type="checkbox"/> Cash Flow Statement</p> <p><input type="checkbox"/> Statement of Changes in Financial Position</p> <p><input type="checkbox"/> Loan Drawdown Report</p> <p><input type="checkbox"/> Operating Budget</p> <p><input type="checkbox"/> Supplementary Information</p> <p>F. Technical</p> <p><input type="checkbox"/> Notice of Energy R&D Project (Required with any of the following)</p> <p><input type="checkbox"/> Technical Progress Report (Annual Accomplishment Report)</p> <p><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Topical Report</p> <p><input type="checkbox"/> Final Technical Report</p> <p><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Software</p> <p><input type="checkbox"/> Other (Specify):</p> <p>G. Environment, Safety & Health</p> <p><input type="checkbox"/> (Specify)</p> </div> <div style="text-align: right;"> <p><u>Frequency</u></p> <p>1</p> </div> </div>

5. FREQUENCY CODES		
A - As Required C - Change to Contractual Agreement F - Final (end of effort) D — Daily	BM — Bi-Monthly M - Monthly O - Once After Award Q - Quarterly	S - Semi-Annually X - With Proposal/Bid/Application or with Significant Changes Y - Yearly or Upon Renewal of Contractual Agreement/Revision of Task Assignment

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)	
<input checked="" type="checkbox"/> Report Distribution List/Addresses See Below <input type="checkbox"/> Reporting Elements <input type="checkbox"/> Due Dates within 20 days after reporting period unless noted	<input type="checkbox"/> Analysis Thresholds <input type="checkbox"/> Work Breakdown Structure <input checked="" type="checkbox"/> Other (See attached)

7. PREPARED BY R Lopez 2-10-2008	8. REVIEWED BY
<div style="display: flex; justify-content: space-around;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-around;"> <div>(Signature)</div> <div>(Date)</div> </div>	<div style="display: flex; justify-content: space-around;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-around;"> <div>(Signature)</div> <div>(Date)</div> </div>

6. SPECIAL INSTRUCTIONS (Attachments)

Report Distribution List

<u>Report/Plan</u>	<u>Form No. (if any)</u>	<u>Frequency</u>	<u>Copies</u>	<u>Address</u>
Milestone Schedule/Plan		1, 20 DARO	3	A, B, C
Test Plan		1, 45 DARO	2	A, B

List of Addresses

- | | |
|---|---|
| A. National Nuclear Security Administration
Attn: A Lindstrom, OST-Aviation
P.O. Box 5400
Albuquerque, NM 87185-5400 | B. National Nuclear Security Administration
Attn: R. Lopez, OST-OS-AFMB
P.O. Box 5400
Albuquerque, NM 87185-5400 |
| C. National Nuclear Security Administration
Attn: Contracting Officer, OBS-AD-HAD
P.O. Box 5400
Albuquerque, NM 87185-5400 | D. National Nuclear Security Administration
Attn:
P.O. Box 5400
Albuquerque, NM 87185-5400 |

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$27 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**52.225-4 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS -- CERTIFICATE (DOE DEVIATION)
(FEB 2008)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements (DOE Deviation)(Feb 2008)."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements (DOE Deviation)(Feb 2008)":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products):

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act--Free Trade Agreement (DOE Deviation (Feb 2008)'. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**52.225-4 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS -- CERTIFICATE (DOE DEVIATION)
(FEB 2008) - ALTERNATE II (FEB 2008)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements (DOE Deviation)(Feb 2008)."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements (DOE Deviation)(Feb 2008)":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products):

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act--Free Trade Agreement (DOE Deviation (Feb 2008))'. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate II (Feb 2008). As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements (DOE Deviation)(Feb 2008)":

Canadian End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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(List as necessary)

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.216-30 TIME-AND-MATERIALS / LABOR-HOUR PROPOSAL REQUIREMENTS - NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

- 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)
952.233-5 AGENCY PROTEST REVIEW (SEP 2006)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Francis Ting.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

952.233-2 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)

(a) GENERAL INSTRUCTIONS

(1) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that-

(i) Identifies and authenticates a particular person as the source of the electronic message; and

(ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Oral Presentation" means the information presented orally in response to this solicitation which demonstrates the offeror's capability to perform the stated requirements.

"Proposal" means the electronic proposal submitted via IIPS.

(2) Intention to Propose. To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose Notification Attachment Not Applicable (insert attachment number) and e-mail the completed form to the Contracting Officer address in clause G-1.

(3) Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site no later than 3:00 (insert local time) p.m. local time on September 15, 2008 (insert date). See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the "IIPS User Guide For Contractors."

(4) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/oebiz.nsf/Help?OpenForm>.

(5) Overall Arrangement of Proposal.

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher, or PowerPoint 2000 or higher.

(i) The overall proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. References to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in Part I, Section B, "Supplies or services and prices/costs", all contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

Electronic Files To Be Submitted As Follows

Proposal Volume	Title	Page Limit
Volume I	Offer & Other Documents	Not Applicable (insert page limit)
Volume II	Technical and Management	Not Applicable (insert page limit)
Volume III	Cost Proposal (In accordance with L005 below)	Not Applicable (insert page limit)

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(6) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(7) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

**L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS
(FEB 2005)**

(a) General: Volume I, Offer and Other Documents, consists of the following documentation.

Standard Form (SF) 33, Solicitation, Offer, and Award
Representations and Certifications
Exceptions and Deviations Taken in Other Volumes
Subcontracting Plan
Government Furnished Property
Additional Information

(b) Content.

(1) Standard Form 33 (SF33), Solicitation, Offer, and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. Offers are instructed to fully complete Part I, Section B paragraphs pertaining to price.

(2) Representations and Certifications. Representations, certifications, and other statements of offerors (Part IV--Section K of the solicitation), shall be fully executed by an authorized representative of the offeror.

(3) Exceptions and Deviations. Any exceptions or deviations to the terms of the proposed contract may make the offer unacceptable for award without discussions.

(4) Subcontracting Plan (if applicable). The Offeror shall submit a Small Business Subcontracting Plan which contains all the elements required by Part II, Section I, clause entitled, Small Business Subcontracting Plan. The Small Business Subcontracting Plan must be approved by the Contracting Officer prior to contract award.

(5) Government Furnished Property. The Government plans to provide the property listed in Part III, Section J, of this solicitation.

(6) Additional Information. If the address shown on the Standard Form 33 (or SF 26, or other solicitation form used) is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

**L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT
INFORMATION (FEB 2005) (TAILORED)**

(a) General: Volume II consists of the Offeror's discussion addressing the Technical information area aspects of this procurement, the Offeror's capabilities, and what the Offeror will do to satisfy the requirements of the solicitation.

(b) Content. The Offeror's proposal shall address its capabilities to successfully accomplish the requirements of the solicitation.

The Offeror shall provide the following information for the Technical portion of the proposal.

(c) Technical Approach. The Offeror's proposal must thoroughly describe how the work will be accomplished to satisfy the PWS requirements. The Offeror shall identify any technical risks associated with performance of this contract, the impact, and the plan to avoid or minimize the risks.

L005 MINIMAL OTHER THAN COST OR PRICING DATA (FEB 2005)

I. Overview and General Instructions

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, a limited amount of information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost or price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

(a) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), Offerors may select their own presentation format, provided it is responsive to the solicitation requirements and following cost instructions. The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(b) Narrative Support

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs. Offerors may use their own format for this purpose.

(c) Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide a complete rationale and summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(d) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(e) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.

II. Specific Cost and Format Requirements

(a) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Proposed cost, profit or fee, total price and contract period of performance.
- (6) Name, title and signature of person authorized to commit the firm.
- (7) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or interorganizational transfers.
- (8) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- (9) A statement granting the Contracting Officer the right to examine your books and records.

(b) Required Cost Information

Support your proposed costs by providing the following information:

- (1) An exhibit that summarizes proposed costs by cost element (labor, overhead, materials, subcontracts, other direct costs, G&A, etc.), fee/profit, and total price by contractor fiscal year. Provide a cost summary exhibit for each CLIN, Basic, or Option Period if separate pricing is required by the solicitation.
- (2) An explanation as to the basis of estimate of each cost element proposed. The explanation should be sufficient to permit evaluation of your supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.
- (3) If Facilities Capital Cost of Money (FCCM) is permitted, it must be proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect.
- (4) If applicable, support your proposed New Mexico Gross Receipts Tax (NMGRT) amount by showing in your proposal the NMGRT rate applied, the total tax base, and the elements within the base to which the proposed rate is applied. Provide this information as a separate cost element by CY or CFY for each contract period or CLIN as required by the solicitation. NMGRT is levied on receipts collected from organizations engaging in certain types of business in the State of New Mexico. Since all or part of this award may be subject to NMGRT, the Offeror is advised to refer to FAR clause 52.229-10, State of New Mexico Gross Receipts and Compensating Tax, for further information. The current tax rate schedule and general instructions on the application of NMGRT are available from the State of New Mexico Tax and Revenue Department, P.O. Box 630, Santa Fe, New Mexico 87509-0603, (505) 827-0951, or www.state.nm.us/tax.

(5) Provide a general description of your accounting system. State whether your accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for government contract costing purposes. State if your accounting system has been reviewed and approved by a government agency. Provide evidence of such approval by identifying the agency and official, the scope of review, and date of approval.

(6) Provide, as an attachment to your cost proposal, audited financial statements (balance sheet, income statement, and statement of cash flow) for the most recently completed fiscal year, and interim financial statements for all quarters reported in the current fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.

L009 OFFER SUBMISSION VIA THE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS) (FEB 2005)

Submission of bids/quotes by means other than IIPS is not authorized. Offers must be received through the IIPS web site NO LATER THAN 12:00 P.M. local time on September 15, 2008. See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doesbiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is 541330 and the North American Industry Classification System (NAICS) code is \$27 million.

L012 NUMBER OF AWARDS (FEB 2005)

It is anticipated that there will be one award(s) resulting from this solicitation. However, the government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L016 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
_____	_____

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
_____	_____

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
_____	_____

L021 INTERNET SITES (FEB 2005)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?OpenDocument>

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005)

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

NO CLAUSES OR PROVISIONS IN THIS SECTION